



UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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MUSALLI FACTORY FOR GOLD & JEWELLRY CO.,

Plaintiff,

Case No. 2:06-cv-0082 (AKH)

v.

**FINAL JUDGMENT**

NEW YORK FINANCIAL LLC and  
AMIR F. BOKTOR,

Defendants.  
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On October 7, 2008, this Court granted the motion of Musalli Factory for Gold & Jewelry Co. ("Musalli") to confirm the final arbitration award entered in its favor on July 2, 2008, as modified by the Disposition of Application for Modification of Award of Arbitrators dated August 11, 2008, in American Arbitration Association, International Centre for Dispute Resolution ("ICDR") Case No. 50-180-T-00147-06, against New York Financial LLC ("NYF") and Amir Bektor ("Bektor") (collectively "defendants"). The arbitration panel found defendants liable to Musalli, jointly and severally, for: \$5,000,000, with interest thereon in the amount of \$1,010,959, for a total of \$6,010,959; administrative fees and expenses previously borne by Musalli in the amount of \$19,975; compensation and expenses of the arbitrators previously borne by Musalli in the amount of \$166,314.96; and Musalli's attorney's fees in the amount of \$575,971.25 and disbursements in the amount of \$81,681.67.

Accordingly, it is hereby ordered and adjudged that defendants NYF and Bektor are liable, jointly and severally, to plaintiff Musalli in the total sum of \$6,854,901.70, plus post-judgment interest pursuant to 28 U.S.C. § 1961(a).

It is further ordered and adjudged that any disbursement of funds to NYF or Boktor from the Refco Bankruptcy Proceedings, Case No. 05-60006 (RDD) (Bankr. S.D.N.Y.), shall be held in a non-interest bearing escrow account in the name of the Lauro Law Firm, in a bank or entity in the United States of America to be determined by the Lauro Law Firm, until neither party has a further right of appeal from this judgment.

It is further ordered and adjudged that NYF and Boktor be permanently restrained and enjoined from making any disposition of any such distribution of such funds other than to turn the same over to the escrow agent forthwith upon receipt of any such funds.

It is further ordered and adjudged that no principal or interest or income that may be earned upon the funds in escrow shall be withdrawn except to satisfy the obligations of Boktor and NYF created by this judgment.

It is further ordered and adjudged that the Promissory Notes are declared to be null, void and of no effect; NYF and Boktor are to return the Promissory Notes to Musalli for cancellation and they are restrained and enjoined from negotiating the Promissory Notes or disposing of them in any way except to return them to Musalli.

It is further ordered and adjudged that all other claims, including Musalli's claim for punitive damages, and all claims of NYF and Boktor, are denied.

Dated: New York, New York  
12/30, 2008

  
ALVIN K. HELLERSTEIN, U.S.D.J.

**LIST OF PARTIES**

Pursuant to Local Rule 77.1(b), below are the names of the parties entitled to be notified of the entry of judgment and the names and addresses of their respective attorneys.

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